

REQUEST FOR PROPOSAL

Pricing Agreement for Unleaded Gas, Diesel Fuel, #2 Fuel Oil, and Kerosene



**MOHAWK GAMING ENTERPRISES, LLC
873 STATE HIGHWAY 37
AKWESASNE, NY 13655**

Reference # RFP2014-7

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I RFP INSTRUCTIONS

1. Request for Proposal Unleaded Gas, Diesel Fuel, #2 Fuel oil and Kerosene for Mohawk Gaming Enterprises, LLC, for a one year contract.
2. Proposals must be delivered to the Akwesasne Mohawk Casino purchasing department, prior to the closing of 4:00 p.m. on Tuesday, March 04, 2014. Please indicate the Reference Number (RFP2014-7) on your document and envelope.

MAILED or HAND DELIVERED

Rebecca Pomainville
Akwesasne Mohawk Casino Resort - ADMIN BLDG
921 State Route 37
Akwesasne, NY 13655

Proposal **will** be accepted by fax or email.

Fax: 518-935-9305 email: rpomainville@mohawkasino.com

3. Inquiries regarding the Specifications are to be directed to Rebecca Pomainville
Phone: 518-358-3510 ext. 2448 or by email at rpomainville@mohawkasino.com.
4. Please submit Appendixes A, B, and C as your proposal.
5. Late proposals received after the closing date and time will be deemed late and will not be considered by MGE.
6. RFP Timeline

Issuance of RFP	2/17/2014
Closing Date for RFP	3/4/2014
Awarding of Bid Proposal	3/7/2014

The dates above are subject to change at the sole discretion of MGE.

7. All submissions are subject to evaluation after opening and before award of contract. Submissions may be evaluated not only on the submitted price, but also on quality and quantity of services provided and the capacity of the respondent to meet the requirements of the procurement in accordance with the criteria stated in the RFP document. All buying activity will attempt to seek out best value, which maximizes the effectiveness and profitability to Mohawk Gaming Enterprises, LLC, herein referred as MGE.

- 8.** MGE is not obligated to award the lowest proposal and reserves the right to readdress the requirement should there be reasonable doubt that prices received are not competitive. This RFP implies no obligation on MGE to accept this response or any response submitted.
- 9.** MGE reserves the right to award this contract to a single overall bidder for all services further defined in Scope of Work Section of this RFP, or to multiple vendors (by product) whichever shall be considered by the casino to be most advantageous or to constitute its best interest.
- 10.** Respondents wishing to amend an already submitted proposal must submit the amendment to 921 State Route 37, Akwesasne, NY 13665 in writing before the designated closing date/time provided they are properly identified by company name, RFP number and due date and are received prior to the closing date and time.
- 11.** Proponents are solely responsible for their own expenses in preparing, presenting or delivering a proposal.
- 12.** Proponent responses must be signed by an authorized officer of the firm.
- 13.** While MGE has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be absolutely accurate by Mohawk Gaming Enterprises, LLC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- 14.** This document or any portion thereof may not be used for any purpose other than the submission of proposals.
- 15.** Information pertaining to this RFP or any material obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from MGE.
- 16.** The successful vendor will be required to sign a master pricing agreement upon award. Prior to issuance of a purchase order, and prior to start of work, vendor must submit a current Certificate of Insurance of which shall remain in effect for the duration of the agreement.
- 17.** Not all vendors may be able to submit bids for all categories listed. Please submit a bid for those that apply to your business
- 18.** The pricing, terms and conditions stated in the vendor's bid must remain valid and irrevocable for a period not less than thirty (30) days after the bid due date herein set forth.

II INTRODUCTION AND BACKGROUND

The Akwesasne Mohawk Casino Resort is located in Upstate New York situated along the St. Lawrence River and bordering Canada in two provinces both Ontario and Quebec. The Akwesasne Mohawk Casino Resort opened its doors in April of 1999 by the St Regis Mohawk Tribe and is the number one entertainment venue in the surrounding area. The casino currently has 1,800 Class III, Vegas style slot machines, 30 table games, high limit room, and all you can eat Buffet featuring prime rib and seafood, Stick's Sports Bar that can service up to 160 guests, Rapids Food Court which offers fast and convenient options at three stations; the grill, bakery or pizzeria, and lastly Reflections Gift Shop which sells logoed items, jewelry and more. The Akwesasne Mohawk Casino Resort welcomes over 1 million visitors annually both National and International with a good portion of our customer base from Canada. The casino has recently expanded to include 20,000 square feet of additional gaming space, a 150 room hotel with banquets facilities, pool and spa, as well as our sister property Mohawk Bingo Palace with 550 seat capacity and Class II machines.

III PURPOSE & KEY OBJECTIVES

Mohawk Gaming Enterprises, LLC, of 873 State Route 37, Akwesasne, New York, 13655 ("MGE") is requesting bids from qualified vendors for fixed discount rate(s) for our Unleaded Gas, Diesel Fuel, #2 Fuel Oil, and Kerosene requirements for 2014-2015 ("Gas and Fuel").

IV SCOPE OF WORK AND SERVICES

Vendor shall provide fixed discount rate(s) for any/all Gas and Fuel product as described in and in accordance with this RFP. The services shall consist of providing all labor, transportation and supervision in the performance of these services.

V PRICING AND INVOICING

1. All references within this price proposal to a fixed discount **off of the pump price at the time of sale** shall remain firm for the duration of any resulting agreement.
2. As MGE is exempt from NYS taxes; the Vendor shall exclude applicable taxes prior to issuing any invoices for Gas and Fuel to MGE. The Fuel Provider will be responsible for filing the Federal Excise Taxes relieving MGE of any responsibility for failure of payment to the appropriate party.
3. Invoices must be provided to the MGE Authorized Officer/Employee at the time of fueling. Invoices must include at minimum: the date of service, vehicle plate number, type of product, unit cost, number of gallons dispensed, and extended cost.

VI EVALUATION CRITERIA

1. Fixed Discount Per Gallons (70 Points)
 - a. Vendor with the highest discount amount will be awarded 70 points
 - b. Every other bid will be receive a score of 70 points less the percentage difference. Ex: $\text{Lower Discount} \div \text{Highest Discount} \times 70 = \text{Points Scored}$
2. Minimum Quantity/Delivery Fee (-5 points)
 - a. Five points will be deducted if a fee is imposed on deliveries not meeting the minimum order requirement.
 - b. Zero points are added if no fee will be charged.
3. Delivery Time Frame (10 Points)
4. Internal Controls (20 Points)
 - a. Does Vendor have a P-Card system for regulating purchases.
 - b. Vendor's explanation of internal controls in regard to the bid.

VII SELECTION COMMITTEE

A selection committee representing various business units within MGE will review all proposals and score vendors based upon the points set out in Section VI.

VIII CONTRACT PROVISIONS

This RFP should not be construed as a contract to purchase goods or services. MGE will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an accepted proposal. The successful vendor will be required to sign a contract upon award.

1. Contract Approval

This **RFP2014-6** does not, by itself, obligate the MGE or any of its departments to the use of any of proposed services until a valid written contract is awarded and approved by the appropriate authorities. Upon written notice to the vendor, the MGE may set a different starting date for the contract. The MGE will not be responsible for any work completed by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the MGE.

2. Proposal as Part of the Contract

The RFP and the successful proposal shall be considered to be incorporated into the contract. MGE shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

3. Electronic Means

This **RFP2014-6** is being made available by electronic means. If accepted by such means, the bidder acknowledges and accepts full responsibility to ensure that no changes are made to this **RFP2014-6**. In the event of conflict between a version of the **RFP2014-6** in the bidder's possession and the version maintained by MGE, the version maintained by MGE shall govern.

4. Pricing

The Vendor shall provide the services described in this RFP as fixed discounted rate off the pump price at the time of sale.

5. Term

The contract shall be for a one year term. Vendors may submit additional contract terms with your proposal, in addition to the proposed contract term listed in the RFP for MGE consideration and review.

6. Quantities, Additions and Deletions

The quantities listed in this **RFP2014-7** are based on historical data and are for reference purposes only. It is not a guarantee to purchase. Quantities may increase or decrease throughout the duration of the contract.

STANDARD CONTRACT TERMS AND CONDITIONS

1. Term of Contract

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective date shall be: a) the date the Contract has been fully executed by the Contractor and by the Akwesasne Mohawk Casino herein referred to as MGE and all approvals required by MGE contracting procedures have been obtained or b) the date referenced in the Special Contract Terms and Conditions whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The Contractor shall not start performance until all of the following have occurred: a) the Effective Date has arrived; b) the Contractor has received a copy of the fully-executed Contract; and c) the Contractor has received a purchase order from the MGE Purchasing Department. The MGE shall not be liable to pay the Contractor for any supply furnished or work performed or an expense incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a purchase order. Except as otherwise provided in Paragraph 3 no MGE employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.

2. Estimated Quantities

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the MGE and that the MGE is accepting any bid or portion thereof, contracts only and agrees to purchase only in such quantities as represent the actual requirements of the MGE. The MGE reserves the right to purchase items covered under the Contract through a separate procurement procedure, whenever the Purchasing Department deems it to be in the best interest of the MGE.

3. Purchase Orders

The MGE Purchasing Department may issue purchase orders against the Contract. These orders constitute the Contractor's authority to make delivery. All purchase orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase orders may or may not include an "ink" signature by the MGE. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the MGE, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.

Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 3:00 p.m. will be considered received the following business day.

The MGE and the Contractor specifically agree as follows:

Upon receipt of an order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for

delivered products on the part of the MGE, unless and until the Purchasing Department transmitting the order has properly received an acknowledgement.

4. Independent Contractor

In performing the obligations required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the MGE.

5. Compliance with Law

The Contractor shall comply with all applicable federal, NY State, Tribal laws, regulations and local ordinances in the performance of the Contract.

6. Gaming Procedures

Gaming Related Vendors are required to submit the appropriate GSR application to the tribal gaming commission. Once application is approved by the commission MGE is notified by the gaming commission that the vendor is approved and can be utilized in procuring gaming related products.

Non-Gaming Vendors may be required to submit a GSR application if total annual purchases exceed \$50,000 but only when deemed necessary by the tribal gaming commission.

Licensor (or Contractor) shall adhere to Tribal internal control standards (TICS) of the St. Regis Mohawk Tribal Gaming Commission that are applicable to the goods and services the Licensor (or Contractor) is providing.

7. Covenants Against Kickbacks: MGE will not tolerate Kickbacks in any form.

- MGE defines a "Kickback" as any cash, fee, commission, gift, an item of value or compensation of any kind in exchange for favorable treatment in obtaining or retaining any purchase order or securing a contract with MGE.
- Vendor agrees that its officers or employees have not and will not provide or attempt to provide, either directly or indirectly, any Kickback to any employees of the SRMT, its enterprises, agents, government or any member of the Tribe in an attempt to influence a decision.
- Failure to abide by this specific section shall be sufficient reason for the immediate termination, without further notice, of this and any other purchase order or contract the Vendor currently has with MGE.

8. Environmental Provisions

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

9. Hazardous Materials

All vendors that supply hazardous materials must provide the appropriate Material Safety Data Sheets before or at the time of delivery. The vendor must comply with all NY State, federal, tribal and local laws and regulations pertaining to the packaging, handling and transportation of hazardous materials.

10. Compensation/Invoices

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Contract. All item(s) shall be delivered within the time period(s) specified in the Contract. The Contractor shall be compensated only for item(s) which are delivered and accepted by the MGE.

The Contractor shall send an invoice itemized by purchase order line item to the address reference on the purchase order promptly after the item(s) are delivered. The invoice should include only amounts due under the purchase order. The purchase order number must be included on all invoices.

11. Payment Terms

Payment terms are Net no later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment should not be construed by the Contractor as acceptance of the item(s) furnished by the Contractor. The MGE reserves the right to conduct further inspection after payment, but within a reasonable time after delivery, and reject the item(s) if such post payment inspection discloses a defect or a failure to meet specifications.

12. Warranty

The Contractor warrants that all item(s) furnished by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. The Contractor shall pass through to the MGE the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the MGE.

13. Delivery

All item(s) shall be delivered F.O.B Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the MGE. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in Paragraph 20 (Force Majeure), all item(s) must be delivered within the time period specified on the contract purchase order. Time is of the essence and, in addition to any other remedies; the contract purchase order is subject to termination for failure to deliver as specified. Unless otherwise stated by the Contractor in its Bid or indicated in the Special Contract Terms and Conditions, delivery must be made within thirty (30) days after award of the Contract Purchase Order.

14. Hold Harmless Provision

The Contractor shall hold the MGE harmless from and indemnify the MGE against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the MGE, defend any and all actions brought against the MGE based upon any such claims or demands.

15. General Indemnity

The Contractor shall indemnify, defend, and hold harmless MGE, its directors, officers, employees, and agents from and against all liabilities, damages, claims, or suits, including any and all costs and expenses related thereto, including the defense thereof, reasonable attorneys' fees and court costs arising out of or resulting from death, bodily injury, or property damage resulting from the act or omission of the Contractor, its directors, officers, employees and agents, and/or in connection with the performance of this Agreement except to the extent caused by the negligence or willful misconduct of MGE. For the purpose of this Article, the term "Contractor" is deemed to include the Contractor and its affiliated companies, the subcontractors, and suppliers of the goods and/or Services furnished hereunder.

16. LIMIT OF LIABILITY Notwithstanding any other provision of this Agreement, except for either party's breach of Confidentiality, a party's liability to the other party pursuant to this Agreement (i) shall be limited to proven direct damages in an aggregate amount not to exceed the total amount payable under this Agreement during the then-current term of this Agreement; and (ii) **shall not include any indirect, special, punitive or consequential damages of any type or nature whatsoever or under any legal or equitable theory, including but not limited to damages for lost profits or lost business or business interruption (whether or not a party has been advised of, or could have foreseen, such damages).** This section shall continue to apply following the termination of this Agreement.

17. Insurance Coverage

During the term of the contract, the contractor at its sole cost and expense shall provide proof of commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits and naming MGE as additional insured:

a. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of New

York, as well as employer's liability coverage with minimum limits of \$1,000,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. Commercial General Liability – General Liability Coverage on a comprehensive broad form on an occurrence basis in the minimum amounts of \$1,000,000.00 combined single limit naming MGE as additional insured.

c. Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist.

Requirements – Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of New York. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York. The Contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with New York laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. Audit Provisions

The MGE shall have the right at reasonable times and at a site designated by the MGE, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of one (1) year from date of final payment. The Contractor shall give full and free access to all records to the MGE and/or their authorized representatives.

19. Inspection and Rejection

No item(s) received by the MGE shall be deemed accepted until the MGE has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the MGE within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the MGE shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the MGE's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails neglects or refuses to do so, the MGE shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the actual cost thereof to the MGE.

20. Default

a. The MGE may, subject to the provisions of Paragraph 20, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 21, Termination Provisions) the whole or any part of this Contract including a purchase order, for any of the following reasons:

- 1) Failure to deliver the awarded item(s) within the time specified in the Contract or contract purchase order or as otherwise specified;
 - 2) Improper delivery;
 - 3) Failure to provide an item(s) which is in conformance with the specifications referenced in the Invitation for Bids;
 - 4) Delivery of a defective item;
 - 5) Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
 - 6) Insolvency or bankruptcy;
 - 7) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 8) Breach of any provision of this Contract.
- b.** In the event that the MGE terminate this Contract in whole or in part as provided in Subparagraph a. above, the MGE may procure, upon such terms and in such manner as it determines, on item(s) similar or identical to those so terminated, and the Contractor shall be liable to the MGE for any reasonable excess costs for such similar or identical item(s) included within the terminated part of the Contract.
- c.** If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the MGE, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the MGE in the manner and to the extent directed by the Purchasing Department, such partially manufactured or delivered item(s) as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as it has been terminated. Except as provided below. Payment for any partially manufactured or delivered item(s). Such sum as the MGE determines to be necessary to protect the MGE against loss.
- d.** The rights and remedies of the MGE provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e.** The MGE's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the MGE of its rights and remedies in regard to the event of default or any succeeding event of default.
- 21. Force Majeure**
Neither party will incur any liability to the other of its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.
- The Contractor shall notify the MGE orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the MGE may reasonably request. After receipt of such notification, the MGE may effect to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.
- 22. Termination Provisions**
The MGE has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.
- a. Termination for Convenience:** The MGE shall have the right to terminate the Contract or a purchase order for its convenience if the MGE determines termination to be in its best interest. The Contractor

shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. Termination for Cause:** The MGE shall have the right to terminate the Contract for Contractor default under paragraph 19, Default, upon written notice to the Contractor. The MGE shall also have the right, upon written notice to the Contractor, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the MGE erred in terminating the Contract or a contract purchase order for cause, then at the MGE's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 21.a.
- 23. Assignability and Subcontracting**
Subject to the terms and conditions of this Paragraph 22, the Contract shall be binding upon the parties and their respective successors and assigns.
- 24. Integration**
The RFP, Bid form, Proposal acceptance agreement and execution form, and proof of insurance documents, as well as the purchase orders constitute the entire agreement between the parties. No agent, representative, employee or officer of either the MGE or the Contractor has authority to make or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties or by a change order signed by the MGE.
- 25. Changes**
The MGE reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the supply within the scope of the contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the MGE is exercising any Contract renewal or extension option; or 5) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. **Any such change shall be made by:** a. the contracting officer for changes to purchase orders, **by notifying the Contractor in writing.** The **change** shall be effective as of the date of the **notification of change**, unless the **change** specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the supply in accordance with the **change**.
- 26. Confidentiality**
Confidential Information means any information, in any form, including, without limitation, written documents, oral communications, recordings, videos, software, databases, business plans, and electronic/magnetic media, provided to or observed by the Contractor hereto pursuant to this Agreement, and owned or provided by MGE and/or third parties through MGE, excepting information that is generally available to the public. The Contractor agrees that it will maintain all Confidential Information in confidence and use it solely for purposes of performance under this Agreement. Such Confidential Information may be distributed within the Contractor's organization only to personnel with a need to know such information for purposes relating to this Agreement or in compliance with a court order or statutory requirement. In no event will the Contractor disclose any Confidential Information to any third parties except subcontractors and independent consultants and then only where approved by MGE in advance and subject to the execution of a confidentiality agreement acceptable to MGE.

APPENDIX A

RFP2014-7 BID PROPOSAL FORM

Company Name	
Officer's Name	
Authorizing Signature	

The vendor shall provide the following fixed discount rate(s):

ITEM	FIXED DISCOUNT PER GALLON	COMMENTS	2013 USAGE (FOR REFERENCE PURPOSES ONLY) Quantities Listed in Gallons
UNLEADED GAS			6900
DIESEL FUEL			1000
#2 FUEL-OIL*			7050
KEROSENE*			100

- MGE shall receive the applicable discounted rates off of the pump price at the time of sale.
*Discount includes delivery of product

Not all vendors may be able to submit bids for all categories listed above. Please submit a bid for those that apply to your business.

Please stipulate if there is a minimum order quantity for Fuel Oil or Kerosene. Is there a fee if minimum order quantity is not met?

Fuel Oil and Kerosene require delivery within 24 business hours of request from MGE. Under normal conditions, will this timeframe be feasible? Please describe your delivery method.

Do you have P-cards for contract accounts? If not, please explain how your company will ensure that only MGE vehicles and equipment receive the discounted rate billed on MGE's account.

APPENDIX B

SIGNATURE SHEET

(Please type or print clearly in ink only)

******TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH PROPOSAL ******

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in **RFP2014-6**. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as Representative for the vendor:

Complete Legal Name of
Vendor: _____

Remit to Address: _____

SIN No./Fed ID No.: _____

NAICS Code: _____

Telephone: _____

Fax: _____

Cellular: _____

Email: _____

Name (type/print): _____

Title: _____

Signature: _____

Date: _____

APPENDIX C

REFERENCE LIST

(Please type or print clearly in ink only)

******TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH PROPOSAL ******

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON NAME AND TITLE: _____

EMAIL ADDRESS: _____ Phone: _____

DATE RANGE OF CONTRACT: _____ REASON FOR TERMINATION: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON NAME AND TITLE: _____

EMAIL ADDRESS: _____ Phone: _____

DATE RANGE OF CONTRACT: _____ REASON FOR TERMINATION: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON NAME AND TITLE: _____

EMAIL ADDRESS: _____ Phone: _____

DATE RANGE OF CONTRACT: _____ REASON FOR TERMINATION: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____
